

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

ANDREA L. VAN VORST, KENNETH
MAHNKEN, YVETTE SOTO, and
MARTIN J. WEINER,

Plaintiffs,

v.

LUTHERAN HEALTHCARE d/b/a
LUTHERAN MEDICAL CENTER,

Defendant.

No. 15-cv-1667 (ERK) (PK)

**STIPULATION REGARDING
ADMISSIBILITY AND
AUTHENTICITY OF HOSPITAL
RECORDS PRODUCED BY
DEFENDANT IN DISCOVERY**

STIPULATION OF ADMISSIBILITY AND AUTHENTICITY

Plaintiffs Andrea Van Vorst, Kenneth Mahnken, Yvette Soto, and Martin Weiner and Defendant Lutheran Healthcare d/b/a Lutheran Medical Center, by and through undersigned counsel, stipulate that:

Except as set forth below, the Parties hereby waive their respective rights to challenge the admissibility and authenticity of the following hospital records maintained by Defendant:

Exhibit	Description	Bates Numbers
A	Andrea Van Vorst's Medical Records	LMC000001 to LMC001186, LMC004358 to LMC004459
B	Kenneth Mahnken's Medical Records	LMC002068 to LMC004181, LMC004462 to LMC004711
C	Yvette Soto's Medical Records	LMC001652 to LMC002062, LMC002064 to LMC002067, LMC004460 to LMC004461
D	Martin Weiner's Medical Records	LMC001187 to LMC001651
E	Lutheran Medical Center Policy No. C-16: Language and Communication Services, as effective July 2010	LMC004182 to LMC004185
F	Lutheran Medical Center Policy No. C-16: Language and Communication Services, as effective April 2012	LMC004189 to LMC004192

G	Lutheran Medical Center Policy No. C-16: Language and Communication Services, as effective January 2015	LMC004251 to LMC004254
H	Lutheran Medical Center Policy No. C-45: Services for Patients and Visitors with Disabilities, as effective November 2011	LMC004186 to LMC004188
I	Lutheran Medical Center Policy No. C-45: Services for Patients and Visitors with Disabilities, as effective June 2013	LMC004193 to LMC004195
J	Lutheran Medical Center Policy No. C-45: Services for Patients and Visitors with Disabilities, as effective January 2015	LMC004248 to LMC004250
K	Lutheran Family Health Centers Policy RI 06.3: Interpretation Services, as effective September 2011	LMC004720 to LMC004722
L	Lutheran Family Health Centers Policy RI 06.4: Interpretation Services, as effective January 2015	LMC004723 to LMC004725
M	Lutheran Family Health Centers Policy RI 06.5: Interpretation Services, as effective June 2015	LMC004726 to LMC004728
N	Lutheran Family Health Centers Policy RI 06.6: Interpretation Services, as effective September 2015	LMC004729 to LMC004731
O	NYU Hospitals Center policy regarding Language and Translation Services, as effective June 24, 2016	LMC004712 to LMC004715
P	NYU Hospitals Center policy regarding Language and Translation Services, as reviewed in March 2019	LMC005007 to LMC005010
Q	NYU Langone Hospitals Interdisciplinary Structure policy regarding Language Services, as reviewed in September 2016	LMC005011 to LMC005015
R	NYU Langone Hospitals Interdisciplinary Structure policy regarding Language Services, as reviewed in March 2019	LMC005002 to LMC005006
S	Signs regarding availability of interpreting services at Lutheran Medical Center	LMC004716 to LMC004718
T	Agreement between Lutheran Medical Center and NexTalk, Inc., dated January 9, 2012, including letter amendment dated April 20, 2012	LMC004258 to LMC004266
U	Lutheran Medical Center Annual Performance Evaluation regarding NexTalk video remote interpreting services from April 2011 to December 2011	LMC004267

V	Amendment to agreement between Lutheran Medical Center and Pacific Interpreters, dated December 1, 2014, regarding the addition of Language Uc video remote interpreting services	LMC004350 to LMC004357
W	Instructions for accessing Lutheran Medical Center's video remote interpreting service by iPad	LMC004255 to LMC004256
X	Invoices and accompanying interpreter logs regarding NexTalk video remote interpreting services provided at Lutheran Medical Center	LMC004268 to LMC004349
Y	Interpreter logs regarding NexTalk video remote interpreting services provided at Lutheran Medical Center	LMC004196 to LMC004216, LMC004719, LMC004217 to LMC004245
Z	Invoices from NexTalk for video remote interpreting services provided at Lutheran Medical Center	LMC004851 to LMC004908
AA	Interpreter logs from NexTalk regarding video remote interpreting services provided at Lutheran Medical Center	LMC004805 to LMC004850, LMC004992 to LMC005001
AB	Invoices and accompanying interpreter logs from Pacific Interpreters regarding Language Uc video remote interpreting services provided at Lutheran Medical Center	LMC004732 to LMC004799
AC	Invoices and accompanying interpreter logs from Pacific Interpreters regarding Language Uc video remote interpreting services provided at Lutheran Medical Center	LMC004909 to LMC004991
AD	Invoice from Sign Language Resources, dated July 19, 2016, for sign language interpreting services provided to Andrea Van Vorst at NYU Lutheran Medical Center on May 20, 2016	LMC004800 to LMC004801
AE	Invoice from Sign Language Resources, dated July 19, 2016, for sign language interpreting services provided to Andrea Van Vorst at NYU Lutheran Medical Center on June 24, 2016	LMC004802 to LMC004803
AF	Invoice from Sign Language Resources, dated August 30, 2016, for sign language interpreting services provided to Andrea Van Vorst at NYU Lutheran Medical Center on August 23, 2016	LMC004804

As detailed in their respective motions *in limine*, however, the parties challenge the admissibility of the following documents, or portions thereof, that are included in the exhibits listed above:

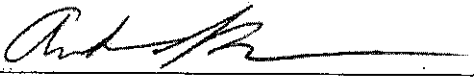
- Plaintiffs seek to exclude lay opinions regarding Plaintiffs' communication abilities. Plaintiffs contend that such opinions appear in the hospital records contained in Exhibits A through D. (*See* ECF No. 59-1 at 2-4.) Defendant disputes this contention.
- Defendant seeks to exclude:
 - The records of Plaintiff Kenneth Mahnken's July 25, 2015 hospital visit, which are included in Exhibit D at LMC004462 to LMC004527. (*See* ECF No. 60-6 at 19-23); and
 - The records of specific hospital visits that occurred before the statute of limitations period (which began on March 27, 2012). Such records are included in Exhibits A through D. (*See* ECF No. 60-6 at 23-25.)

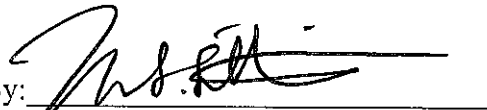
By signing this Stipulation, the parties do not waive any of these objections made in their respective motions *in limine*, and specifically reserve their right to assert the same at the trial of this action.

This Stipulation is binding on and enforceable against the Parties in this proceeding and all related appeals.

Dated: August 1, 2019

Respectfully submitted,

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IT IS SO ORDERED.

Dated:

Hon. Edward R. Korman
United States District Judge